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Mr. Justice HARRIS presiding. July 14-Patchen vs. Check Alana-Apppeal from Police Court Honolulu. Claim for \$25 rent. Jury waived. The Court after hearing the arguments of counsel, reversed the judgment of the Court below. W. C. Jones for plaintiff; A. S. Hartwell for de-

July 16-F. Silva vs. Paka-The Court gave its ecision in this case dismissing the appeal. L. Me-Cully for plaintiff, appellant; E. Preston for defend-

July 20-Rex vs. Louis Boutry-Nolle prosequ

Rex vs. Takegelo and others-Appeal from the Police Justice of Lahaina. Tried by a foreign jury. The jury retired at & past 1, to consider their verdiet, and returned into court at 3 P. M. with a verdiet of guilty of assault and battery with a dangerous weapon, against Takegelo and Jeka, under section 5 of the Penal Code, and a verdiet of guilty of assault and battery under section 9 of Penal Code against Kums. Yosh, Kune, Iago, Shook, Mass, Katu, Konusuke, of accommodations have been greatly enlarged, and has a capacity for sixty pupils.

School is located in the District of Makawao, in one finest climates of the Islands. As heretofore, the old will be carried on as to Kuma and Katu.

McColgan et al vs. T. Moore, Master of S. S. " Mikado"-Tried by jureign jury, conveying debtor out of the country. The jury retired at 35 minutes past of the country. The jury retired at 35 minutes past after-ta or 4 P. M. and at 5 minutes past 5 the Court sent for them and finding that they were not likely to agree (standing 7 to 5) they were dismissed.
In Probate.

July 13-Estate of R. W. Holt, deceased-Before Mr. Justice Harris. Petition of A. J. Cartwright, Administrator with will annexed of the estate of R. W. Holt, deceased, for settlement of his account, which was referred to the Master, and upon coming in on the Master's report the account was allowed and

July 14-Guardianship of Louisa Friel, a Minor-Before Justice Judd. S. B. Dole presented his final amined the account and approved the same subject to the filing of the receipt of Mrs. Louisa Friel (Laine) for the balance appearing to be due to her by the

July 16-Proof of will of John Loe, deceased-Bo fore Justice Harris. Petition of Kainu k. for proof of will of John Loe k. deceased. The Court admitted the will to probate without bonds.

ANCIENT THOY .- According to the latest news from Athens the armngement now come to between the Tarkish Government and Dr. Schliemann seems to be, says the London Times, that the latter is to employ 100 to 150 laborers for three or four months at Hissarlik, and that whatever is found by them is to be the property of the Turkish Government. In the meantime the Turkish Government has not been inactive. The WHALE BOATS AND BOAT STOCK! large slabs on the road which were discovered at Hissarlik at a depth of thirty feet have been removed, and below that pavement a much more ancient pavement of large chalk-stone slabs has now been brought to light. While the stratum Flour & Bread! which Dr. Schliemann and other Eubemerists assign to Priam and his family extends only from thirty-three to thirty-two leet below the surface, these new excavations reach from thirty to thirtythree feet. Those who believe that there must be some kind of historical foundation for all mythological and epic poetry, will have to assign this new stratum to Laomedon, Priam's father, whose Ilion was destroyed by Hercules " with

only six ships and fewer men." THE ORIGINAL "STAR-SPANGING BANKER" Baltimore to San Francisco in grateful acknowlment.-The provisions of the deed of gift of by telegraph this morning. The property is not should be performed by a citizen of a State so distant shows the imperishable and far-reaching character of those burried and burning words of anxiety and patriotic zeal written in our harbor of the immortality he grasped. The Sar Spane, gled Banner of which he wrote still is in exist ence-not where it should be, here on the spot. | the deed did not comprise the whole; the question but in possession of a Northern society. It is arises then how much did it comprise? Again, if worn in some places, but still in good preservation. If it cannot be obtained for our own archives it would be a grateful act to present it to Mr. Lick to be placed in his monument, and we hope this will be done. - Bultimore Gazette.

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LL PIESONS ARE HERSEY NOTIFIED not to hunt, or otherwise treapmen upon the hadist of channels and Popokoo, Hawali, under penalty of the AFONG & ACHUCE.

HAWAIIAN GAZETTE

Supreme Court of the Mawailan Islands.

Isaac Hart Kapuniai vs. Kekupu (w). Justice Harris delivered the decision of th

April Term, 1874. Case removed to the Sapreme Court, jury waived, from the Circuit Court that purpose, Fourth Judicial Circuit, by consent. This is an action of ejectment to recover

small piece of land situated at Koloa, Island of land, judgment is now rendered for the plaintiff Kauai. The land originally belonged to one Ka. with costs. puniai, who had an award for it.

The plaintiff was the adopted son of the said Kapuniai, who by his will left certain property to bis wife, E. Kewalo, and made the plaintiff his

This will was executed, 2nd of October, 1857, and was proven 22d of September, 1858, and the plaintiff says that the property is his by virtue of

The defendant is the widow of one Paihewa, who was a cousin of the aforesaid Kapuniai, or, as the Hawaiians call him, a brother. It is in evidence that they lived together in a brotherly manner, and it is alleged that Kapuniai gave to Paihewa the land in question and executed for it a deed in consideration of love and affection, in the raised to \$7.30 per annum per one hundred dollars; come a habit monopolizing no small part of his lost deed can be proven, there can be no question, issues be preserved intact for redemption of the printhe deed is so proven. The law is undoubted that it | were also reported. will be necessary that there should be presented account as guardian of said minor. The Court ex- of its contents sufficient to enable the Court to de- of reciprocity. termine the character of the instrument. This principle is so clear as not to need the citation of any

The frequency with which the Hawalian occupies

house upon it without having any other right in the minority against the bill. Jand than a mere permissive occupancy, takes away from such occupancy the significance that it might have in other communities, and at the same time imposes upon the Court the duty of extraordinary caution, lest temptation should be holden out to owner to establish a title in the land when the right of occupancy was only a permissive one. The loss of papers in this case is most remarkable. They lost their deed, and they lost both their leases, and appear to have mislaid their land commission award: and this misfortune seems to have attached equally to plaintiff and defendant, for the plaintiff has lost his ; et tion off the file. So likewise the possession. of papers, among intimate relations in this country, would furnish very little evidence to support the presumption that they were accompanied by a deed a vote of 24 to 12. which was afterwords lost. Again, the defendant says that the fact that Kapunial did not mention in his will the land in question raises a presumption in ber favor. This can hardly be so, because he only entions the details of the property which be bequeathed to his wife and left the remainder to this plaintiff without particularizing any property whatsoever. So that the case must be decided upon the weight and efficacy of the positive testimony given a third time and passed. to support the existence of the deed and to describe its contents. The land commission award upon which the title of this land rests, is not placed before the Court, but we have taken pains to supply that deficiency by a copy. It will be found by reference to it that the award is for two divisions of land, and the first witness, Kahananui, says that the deed was for the Hi of Wailaan, which would convey the land in its entirety, or so much of it as Kapunial James Lick to the State of California reach us owned (testimony page second). The second witness, Kalaau, states it was a deed of the land of Wailann; this again would carry the whole of Wai. to whom was referred the bill to facilitate the service "A year of snow, a year of plenty." Moreover valued at over a million and a half of dollars, and lasu; this again would carry the whole of Wallaan of writs of summons in civil suits, recommended that that such premature mildness of the season does among the purposes to which it is dedicated we or both the apanas. Now the testimony of James the bill be indefinitely postponed. find that \$150,000 are to be used in creeting a Munden is in effect that he had occasion to lease His Ex. the Attorney General, from the Committee bronze monument in Golden Gate Park to the | a piece of land towards the road, as close to the on Eurollment, reported that the King had approved iberal and unexpected bequest. Francis Scott is sought to be explained by the counsel at bar by The House p. Key has passed through the "golden gate" which showing that the land on which the house stands is loan bill, which was the special order of the day, in leads to the higher life thirty years, when his mem- not near the road, and he supposes therefore that it Committee of the Whole ory and the most notable act of a quiet and hon- was another piece of land. But the only judgment be for defendant, that a deed had been lost conveying the whole of "Wailanu"; therefore, if Palhewa did not own that piece of Wallann by the force of the deed now set up, he did not own any, or, in other words, if the judgment should be that he here, just a few steps from our household thresh- owned the piece of land on which the house now old, by an obscure prisoner who had little thought stands, it would likewise be (by the testimony) that he owned all the rest. The witness Kannana says

that the deed called for the kulcana of Wailsan, and did not mention the number of acres, but adds that the possession of the land commission award by Paibewa would be evidence of his title in the first piece of land, it would be likewise evidence of his

title in the second piece which is not claimed. the deed is not testified to with sufficient clearness, make money out of them. He said we could borrow and certainty to enable the Court to make a judg- at a low rate abroad, and then loan it at a much highment. It would therefore appear unnecessary to er rate and thus put over half a million of dollars in examine whether or not there is sufficient evidence. establish the loss of the deed, yet we have thought it advisable to make a few observations on

By the testimony it is made evident that Palbewa was a man of education; be was secretary to the known the necessity of putting his deed on record; for it is claimed that the deed was given in 1849, and was in existence at least up to Kapunial's death (eight years). Now the law in force at that time was as follows-(Sec Vol. 1st, page 248, Section 7); "All deeds of landed property shall be recorded within thirty days after the execution thereof." Section 9th: "No Court of Justice shall take judicial cognizance of any instrument required by law to be reby the Registrar of Conveyances." This raises a the money can be had, and quite enough of it at great improbability that a man of Palhewa's educadeed, as it is contended be had, to remain unrecord-difficulty, it would be found to be a mistake. Besides ed; and though it may be a fact that he did so, yet | paying the 7 3-10 per cent. as in the bill, our bonds the testimony to overcome that improbability must would sell perhaps for some where in the neighbor be very clear. In reviewing the testimony one is bond of 90 cents on the dollar. But there is no ne struck with the minuteness with which the witness- cessity of going abroad for money sufficient for our es remember immaterial facts which occurred twenty needs—it can be got here and at fair rates. years before—as for instance, the color of the paper; which witness signed first; If it did rain or did not a vote. rain; the remarks of Panial's wife "that she thought it was her land;" that it was in the afters noon of the day: that Kapuniai was sitting outside of the door and Kewalo his wife was inside; all of which may be true, but in most minds it goes very strongly to discredit the testimony; though we all know that people of the description of the mind of Kingdom. Passed to second reading under the rules. the witnesses in this case are very apt to think it necessary to reply definitely to every question. The bill to amend an act in regard to elections. cross-examination appears to have been severe, and if accurately taken, has shaken the two principal witnesses to a considerable degree-as for instance. Katilaan says at one time the deed was given before the small-pox, and another time, before the mensies.

It is true the mensies were before the small-pox, but inquiring as to their views about the loan bill. The observers. There is also another about the prethe idea to be conveyed is that the small-pox was an epoch and consequently when he says before the small-pox he meant to say about that time but before it. It is said that Palhewa leased the land to Alo; that deed is also lost, but Alo had a copy, and Alo; that deed is also lost, but Alo had a copy, and ver of the bill. Mesers. Kapule, Kahanu and Kaaj where is it? he says that Palhewa lessed the land to also spoke in its favor.

Akoni; and that lease is also lost. Akoni had a His Ex. the Minister of the Interior thought that copy, and where is it? Kasnana, the same witness, says that Kapuelal and Palhewa lived like brothers. The one used to do what he liked with the other's things without asking anybody about it. This would be a sufficient explanation for every act of Palbewa's without supposing that the land was his own. Again, the same witness says that the prescut plaintiff sometime after Pathewa's death, leased the land to Alo, and at that time said that he would divide the money with the little girl. It appears this might be about 1800, and if it is true, then it was a clear assertion of a right of property by the present plaintiff. The witness goes on to say that Kalaina one of the witnesses to the deed signed two

Kahananui swore that Mahelona signed his name "K. Mahelona." We are of the opinion that in view of all the circumstances, both of the case and of the country, the deed has not been proven. But if the parties shall not be able to make an arrangement between themselves on the principle of an implied contract to pay for the house unless Palhewa and truth, though clad in never so homely a garb, or his heirs occupy it, the Court will bear testimony and argument upon that subject at the next July term, if the counsel see fit to present may, before causing final judgment to be entered in the case and oblivion, and to collect and store up these pithy the clerk will place the cause on the calendar for

At the July Term, counsel for both parties having come to an agreement in regard to the house on the ELISHA H. ALLEN,

CHAS. C. HARRIS. Honolalu, July 9th, 1874.

Legislative Assembly. Regular Biennial Session-1874.

SIXTY-EIGHTH DAY, July 21. His Ex. the Attorney General from the Committee to whom was referred the bill to regulate the right of dower, recommended its indefinite postponement Laid on the table to be considered with the majority

His Ex. the Attorney General, from the Committee | tion were apparent; but this is an instinct deto whom was referred the bill to authorize a loan, re- rived from constant observation, and to a mind commended that the rate of interest for the bonds be not over-burdened with many thoughts has bepresence of two witnesses, who are since dead, and that the bonds and treasury notes be redeemable in the deed has been lost and no record made of it. coin, and the interest payable in coin whenever due. Regarding the validity of such a defence, if the Also that a line in the last section, providing that all and the whole question before this Court is whether cipal, be struck out. Several verbal amendments

Hon. Mr. Kapule moved a reconsideration of the clear proof of the execution of the deed, and proof | bill to authorize the negotiation of a treaty or treatics

ORDER OF THE DAY. The bill to amend Sections 1420 and 1423 of the Civil Code, relating to masters and servants, was brought up on its second reading. The reports of the the land of a near relative or friend, and builds his | Committee were read, the majority in favor and the Hon. Mr. Kipl moved to indefinitely postpone the

On motion of Hon. Mr. Kani, after a long debate, of Messrs, Kani, Kakani, Birch and Kuihelani, On suspension of the rules Hon. Mr. Komoikehu-

chu presented the minority report of the bill to regulate the right of dower. Tabled. The bill to regulate the right of dower was taken up on its second reading, and was again referred to a Select Committee, consisting of Mezers. Komoike

huchu, Aholo, Kanai, Parker and Nawahi. The act to facilitate the negotiation of a treaty or treaties of reciprocity was taken up on its third reading. On motion the bill passed its final reading by guage,

The bill to amend Section I of the law relating to opium license, was read a third time and passed. The bill to repeal Chapter 16 of the law relating to divorce, and to re-enact the law permitting divorced | And for June, persons to marry again, was read a third time and

The bill to amend Sections 1452 and 1453 of the Civil Code, relating to illegitimate children, was read | to the first six months of the year, proclaims the

was passed on its final reading. House adjourned.

SIXTY-NINTH DAY, July 22. His Ex. the Attorney General, from the Committee

author of the "Star-spangled Banner." It is a most road as he could get it; he went to Palhewa for it, the proposed amendments to Article 62 and 63 of the

The report of the Special Committee was read, and orable life is thus commemorated, and that the the Court could give would be, if judgment should also the petition from Honolulu praying that the Assembly do not pass the bill.

Hon. Mr. Kaukaka moved that when the Committee rise the Chairman recommend to the House, that the petition be referred to a Special Committee. On motion the bill was considered section by sec-

Section 1, and supported his motion with a few re-Naukana, Aholo, Kani spoke in favor of the bill. His Excellency the Minister of the Interior, while favoring a loan bill, was not quite clear regarding all the details of this. The argument made by Mr. Abolo, was an amusing one and showed that the ob-So it seems very clear that the operative part of ject was not to foster our planting interests, but to

to the treasury during the term of the loan. The bill was vigorously opposed by Messrs. Bishop, Nawahi and Mikalemi. The argument of Mr. Nawa-

hi was very sound, and showed more than ordinary discernment of the operation of a public debt. Mr. Bishop criticised the weak points of the bill. governor and knew the law. If so, he must have Said he did not think it would work well or for the good of the people. He did not think it was safe to incur a large debt, and recommended that the sum authorized to be borrowed be fixed at \$200,000. It is February is known all over Wiltshire as "Febnot the part of wisdom to incur a large debt, beyond what is needed for present requirements. There was much that had been said about our plantations being sunk by high interest. That was not so. The difficulties with us are, the lack of labor and population. corded which shall be not certified so to have been If we have men to develop the resources of the soil, reasonable rates of interest. If it was thought that tion and knowledge of business would allow such a we could horrow money abroad cheaply and without

On motion, the Committee rose without coming to

SEVENTIETH DAY, July 23. His Ex. the Attorney General read for the first time a bill to regulate and arrange the laws of the He also gave notice of his intention to introduce a

ORDER OF THE DAY. The House proceeded to the consideration of the loan bill, in Committee of the Whole, Hon. Mr. Kaukaha stated that he had received an

the Committee had considered the motion u long

time, and that the Committee cught to come ton vote. The motion to indefinitely postpone was put and Hen. C. R. Bishop moved to amend to \$200,000. He thought this amount sufficient for building ware-

Hon. Mr. H. Martin spoke against Section 1 of the bill.

Messrs. Nawahi, Hanpu, Kauai, Bishop, Isenberg faith in the Providence which prepares food for the birds in their time of need. It is well known. and Mikalemi spoke against it.

The Attorney General followed in a long speech reporting the bill as reported back by the Special Committee of which he was Chairman.

On motion the Committee rose and reported prehalain one of the witnesses to the deed signed two gress.
initials. Maheiona signed with an "M." while House adjourned.

Weather Proverbs.

Now that the advance of education is driving away our folk-lore, and the vast accumulation of modern literature is thrusting out of sight the quaint old sayings, generally replete with wisdom which still linger in our country parishes, it is time for the archaeologists to rescue them from maxims, the result of patient observation of nature's prognostics, and which, (I will venture to say,) being founded on such true principles, are often more to be relied upon than the dicta of the Meteorological Society, with all its delicate and sensitive instruments, its barometers, its wet and dry bulb thermometers, its ancroids and ozonometers to boot; for these may be faulty, and deceive us, but nature never errs, and if we can but read her aright, spreads out the page with undeviating accuracy. Now, the laborer, and, above all, the shepherd, employed all his life long on our open Wiltshire downs and fields, has remarkable opportunities for studying the sky, and noting the signs of the seasons; and I have very often been amused at the accuracy with which he can forecast a change in the weather, when to ordinary eyes not the slightest symptoms of alteraattention. How true is the well-known saying

"Evening gray and morning red Sends the shepherd wet to bed; Evening red and morning gray Is the sure sign of a very line day."

And this again :

which is our homely way of expressing the famous lines of Byron,

"Be thou the rainbow to the storms of life, The wrening beam, that smiles the clouds away And tinis to-morrow with prophetic ray."

These are general proverbs, applicable to all times; but we have an unusual number of proverbs in Wiltshire which describe the evils of too advanced vegetation in a precocious spring; indeed, on a careful comparison of all the Wiltthe bill was referred to a Select Committee, consisting shire weather proverbs with which I am acquainted, by far the larger portion refer to this fact, which is perhaps brought home to us in our confessedly cold county more than elsewhere. Thus

for January we have: "If the grass grows in Janiveer, It grows the worse for all the year," For February,

Of all the mouths in the year, Curse a fair Februser, So, again, for March, in true Wiltshire lan-

As many mistises in March So many frustices in May;

Who doffs his coat on a winter's day Will gladly put it on in May;

A dripping June Brings all things in tune. Every one of these Wiltshire proverbs relating acknowledged fact that a prolonged winter and a The bill to amend Section 483 of the Civil Code, tardy spring bespeak more abundant crops and relating to the assessment of mortgaged property, more assured plenty than the pleasanter, however unreasonable, warmth which sometimes gladdens The consideration of the bill to authorize a loan our hearts in winter and early spring. Nor is was deferred, to be taken up in Committee of the this belief peculiar to our country, or even to England; it is held quite as much in the south of Europe, for the Italiaus have a proverb, "January commits the faults, and May bears the blame;" and it is a common saying in Spain, not in reality advance vegetation everybody who

possesses a garden, knows to his cost : and here

relating to this fact, and containing very weighty truths. The one runs thus : Be it west or be it we, Beans blow before May doth go,

Come it early or come it late, In May comes the corn-quake.

And a third :

Plant your taturs when you will, They won't come up before April But, again, we have Wiltshire sayings which affirm what I believe to be an equally undeniable trath, that, together with a prolonged winter and Hon. Mr. Mikalemi moved to indefinitely postpone a dripping spring, a dry summer is more to be desired by the husbandman. That, however, is a season we scarcely seem to have experienced this year, where the old Devonshire proverb, applicable enough in that rainy county, might have

been quoted with much truth even here:

The west wind always brings wet weather; The cost wind, wet and cold together; The sorth wind shroly frings us rain; The north wind blows it back again. Showing that from whatever point of the compass the wind blows, rain is sure to fall. That, however, I am glad to think is quite an exceptional state of things here; and it is very rarely, indeed, that we in this county experience so wet a summer. To return to the point we were considering, we have an old saying in North Wiltshire, when snow her about in the ditches, and does not disappear, that " 'tis waiting for more ;" and in truth it does betoken a cold atmosphere and more snow very often supervenes. Then roary fill ditch," alluding to the seasonable supplies of water which should fill the ponds during that month; otherwise a scarcity of drink for the cattle during the summer would be dreaded; and

so our people have the proverb-" February fill the dyke, Either with the black or white;" (meaning, either with rain or snow.) In March we have, in addition to the saying of world-wide renown that " a peck of dust is worth the king's

ransom," the less known proverb, " A dry March never begs its bread," Of the following month-

"An April flood
Carries away the frog and his brood."
And for the excellence of drought there is a mying reported by Anbrey as common all over the west of England, "that a dry year never does cause a dearth," a maxim which I believe would be indorsed by most practical and experienced farmers; though another saying, that "abundance depends upon having plenty of sour milk," (mesning, caused by thunder storms,) would not, I apprehend, he so readily allowed. Among other traditional sayings about the seasons which I have heard commonly quoted is one which I have now for many years verified, and scarcely ever known incorrect, and that is that "There's always one fine week in February," a Wiltshire to be generally correct :

Ash before oak, there'll be a smoke;
Oak before sah, there'll be a splash.

And there is snother, commending the advantages of a high wind in the autumn, which runs

Then we have a very common tradition in this country that when the bushes are loaded with

-N. Y. Bapt. Union.

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